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03/15/16 – LJJ/act

CAUSE NO. CL-15-1052-E

MICHAELA ALVAREZ, MIRIAM HERNANDEZ AND MARIA HERNANDEZ § **IN THE COUNTY COURT**
§
§
§
§
V. § **AT LAW NO. 5**
§
§
J-III TRUCKING CO. INC. AND RAYMUNDO DE LEON GARCIA § **HIDALGO COUNTY, TEXAS**
§

FULL AND FINAL RELEASE

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

I, MICHAELA ALVAREZ, for and in consideration of the sum of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00), to me in hand paid by J-III TRUCKING CO. INC., RAYMUNDO DE LEON GARCIA and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, receipt, sufficiency and manner of payment of which is hereby acknowledged and confessed, for myself, or anyone claiming through or under me, my heirs, executors and/or administrators, have and do hereby, fully and forever, RELEASE, ACQUIT and DISCHARGE, the said J-III TRUCKING CO. INC., RAYMUNDO DE LEON GARCIA and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, their heirs, executors, administrators, successors and assigns, servants, agents, employees, and any and all other persons, firms and/or corporations whomsoever, from any and all liability now accrued, or hereafter to accrue, on account of any and all claims, including, but not limited to, damages for medical care and expenses past and future, physical pain, suffering and mental anguish past and future, physical impairment past and future, physical disfigurement past and future, and property damage and/or

loss of use of the 2001 Chevrolet S-10 pick-up, VIN ending in 7440, which I, MICAELA ALVAREZ, or anyone claiming through or under me, may now have, or may hereafter have against J-III TRUCKING CO. INC. AND RAYMUNDO DE LEON GARCIA AND NATIONAL LIABILITY & FIRE INSURANCE COMPANY, and all other persons, firms and/or corporations whomsoever, in any way arising from, growing out of or in any way connected with any and all injuries, losses and/or damages of any and every nature whatsoever, or claims now known, or that may hereafter develop as a consequence of an accident that occurred on or about January 29, 2015, in Hidalgo County, Texas, in which I was involved, resulting in injury to myself.

This settlement is simply a compromise of a disputed claim, and is not a confession or admission of liability or negligence on the part of J-III TRUCKING CO. INC. AND RAYMUNDO DE LEON GARCIA AND NATIONAL LIABILITY & FIRE INSURANCE COMPANY, or their agents, servants, or employees, and shall not be held or construed as a confession or admission in any suit or proceeding no matter by whom same may be brought.

And I further agree, as part of the consideration hereof, to enter a Final Judgment as to the above-named Defendants, with all costs of Court to be borne by the parties incurring same, in that certain suit now pending on the docket of County Court at Law No. 5 of Hidalgo County, Texas, styled *Micaela Alvarez v. J-III Trucking Company*, the same being Cause No. CL-15-1052-E on the docket of said Court.

This Release includes, but is expressly not limited to, a full, final and complete settlement and satisfaction of any and all claims, including, but not limited to, damages for medical care and expenses past and future, physical pain, suffering and mental anguish past and future, physical impairment past and future, physical disfigurement past and future, and property damage and/or

loss of use of the 2001 Chevrolet S-10 pick-up, VIN ending in 7440, asserted by me, MICAELA ALVAREZ, in any suit against said J-III TRUCKING CO. INC. AND RAYMUNDO DE LEON GARCIA AND NATIONAL LIABILITY & FIRE INSURANCE COMPANY, as well as any and all claims, including, but not limited to, damages for medical care and expenses past and future, physical pain, suffering and mental anguish past and future, physical impairment past and future, physical disfigurement past and future, and property damage and/or loss of use of the 2001 Chevrolet S-10 pick-up, VIN ending in 7440, demands, and/or causes of action which might have been asserted by me, MICAELA ALVAREZ, my heirs, executors, administrators, agents, servants, and employees, or anyone acting on my behalf, in said suit.

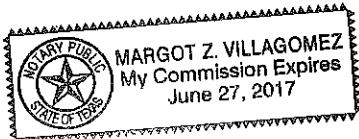
It is further UNDERSTOOD and AGREED that I, MICAELA ALVAREZ, shall discharge all Medicaid/Medicare liens, hospital and/or medical liens, fees, medical expenses, and subrogation interest, if any, incurred for the injuries sustained by me, MICAELA ALVAREZ, from the proceeds of this settlement. In further consideration of the payments stated above, I, MICAELA ALVAREZ, agree to indemnify and hold harmless J-III TRUCKING CO. INC. AND RAYMUNDO DE LEON GARCIA AND NATIONAL LIABILITY & FIRE INSURANCE COMPANY, from any and all claims made for Medicaid/Medicare liens, hospital and/or medical liens, fees, medical expenses, or subrogation claims, by reason of injuries sustained by me, MICAELA ALVAREZ, from the above-referenced accident.

To certify which witness my hand, on this, the 21st day of March, 2016.



MICAELA ALVAREZ

SUBSCRIBED and SWORN TO before me, the undersigned authority, by the said MICAELA ALVAREZ, on this 21st day of March, 2016.



Margot Z. Villagomez
Notary Public, State of Texas

APPROVED AS TO FORM AND CONTENT:

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